

<p><b>Submit Bid to:</b></p> <p><b>SEMINOLE COUNTY SERVICES BUILDING</b>  1101 E. 1st Street, Room 3208  Sanford, Florida 32771-1468</p> <p><b>Attn.: Purchasing</b></p>	<p align="center"><b>INVITATION FOR BID</b></p> <p align="center">IFB-3038-01/JVP</p> <p align="center"><b>Term Contract for Purchase of Fertilizers</b></p>
<p><u>Contact:</u></p> <p>Jacqui Perry, CPPB, Sr. Buyer,  E-mail: <a href="mailto:jvperry@co.seminole.fl.us">jvperry@co.seminole.fl.us</a> or  Phone: (407) 665-7114</p>	<p>BIDDER NAME: _____  _____  _____</p>
<p><u>Bid Due Date &amp; Time:</u></p> <p>January 9, 2001 at 2:00 p.m.</p>	<p><b>MAILING ADDRESS:</b> _____  _____  _____</p>
<p><u>Location of Public Opening:</u></p> <p>County Services Building, Room 3223, 1101 E. 1<sup>st</sup>  Street, Sanford, Florida 32771</p>	<p>E-Mail Address: _____  Phone#: _____</p>

<p><b>TERM CONTRACT INVITATION FOR BID</b></p> <p><b>GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS</b></p>
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These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. **BIDDERS SHALL SUBMIT THREE (3) COMPLETE SETS (ONE [1] ORIGINAL AND TWO [2] COPIES) OF THEIR BID, COMPLETE WITH ALL SUPPORTING DOCUMENTATION.** SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids that do not comply with these requirements may be rejected at the option of the County.

**RESPONDENT / RECOMMENDATION OF AWARD INFORMATION:** Please visit our website at [www.co.seminole.fl.us](http://www.co.seminole.fl.us), this information is posted on the website 24 hours after bid opening

**CONTACT:** All prospective bidders are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, County Manager, or Seminole County Staff member other than the noted contact person regarding this Invitation to Bid or their bid proposal at any time during the bid process. Any such contact shall be cause for rejection of your bid proposal.

**DELAYS:** The County, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the County to do so. The County will notify bidders of all changes in scheduled due dates by written addendum.

**EXECUTION OF BID:** Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly sign the Bid shall invalidate it, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in IFB-3038/JVP

any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

**ADDENDUM:** The County will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to Bid Documents, in the form of a written addendum. Should revisions to the Bid Documents become necessary, the County will post a written addendum to the Purchasing Division's website ([www.co.seminole.fl.us/business/purchasing](http://www.co.seminole.fl.us/business/purchasing)). All addendum will be posted at least seven days before bid closing.

**ALL BIDDERS SHOULD CHECK THE COUNTY'S WEBSITE LESS THAN SEVEN (7) CALENDAR DAYS BEFORE THE BID OPENING DATE TO ASCERTAIN WHETHER ANY ADDENDA HAVE BEEN ISSUED. FAILURE TO DO SO COULD RESULT IN REJECTION OF THE BID AS UNRESPONSIVE.**

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidders' responsibility to contact the County in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

**BIDDER INFORMATION:** Bidder shall complete either the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the Bidder Information Sheet, whichever part applies, and include with their bid submittal.

**JOINT VENTURES:** Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiation/award of this Invitation to Bid. Purchase orders will only be issued to the primary vendor within the partnership.

**ECONOMIC PRICE ADJUSTMENTS:** The County acknowledges that prices may fluctuate from time to time. Accordingly an escalator/de-escalator clause will be accepted only under the following conditions:

1. Price increase(s) and price decrease(s) comparable to documented manufacturer's price changes or changes in industry-related indices.
2. Receipt of proper notification, to Purchasing, in writing, of all items affected by price increases/decreases.
3. Where all prices shall have remained firm a minimum of 90 calendar days after effective date of contract.
4. All price increases(s) and decreases(s) to be approved by the County's Purchasing Manager.

**BID PREPARATION COSTS:** Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

**TAXES:** The County is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The County's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidder. (A copy is included as the inside back cover of the Vendor Guide.) Vendors/contractors doing business with the County shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County nor shall any Vendor/Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

**CERTIFICATION OF INDEPENDENT PRICE:** By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the County by any other provision of the bid award.

**INTERPRETATIONS:** All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the County in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing, and received by the County at least seven (7) calendar days prior to the Bid Opening. Inquires shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid.

**USE OF TRADE NAMES:** Specifications used are intended to be open and non-restrictive. Any reference to brand name or number shall not be construed as Restricting to that manufacturer, but is used as a minimum standard of quality. When no reference or change is made on the bid by a Bidder, it is understood that the specific brand item named on the Bid shall be furnished by the Bidder. If bidding on other than the make, model, brand or number as shown, and offered as an equal, complete technical information, specifications manufacturer's name and catalog reference must be clearly stated on the Bid Response or attached letter. Any deviation between brand offered and brand specified must also be clearly indicated.

**COMPLIANCE WITH TRADE NAME SPECIFIED:** If taking exception to the trade name specified, explain in detail the differences between the equipment proposed and the equipment specified. Also explain what impact may be anticipated in performance of the equipment. These explanations must be provided on specification sheet or on company letterhead, and attached to your bid. The County will determine if exceptions are acceptable. Failure to comply may result in disqualification of your bid. All exceptions shall be stated no matter how seemingly minor. Any exceptions not taken shall be assumed by the purchaser to be included in the proposal, regardless of the cost to the bidder.

**DELIVERY:** Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications. **F.O.B. POINT:** The F.O.B. point shall be destination. Bid responses showing other than F.O.B. Destination will not be accepted. The prices bid shall include all costs of loading, transporting, delivery and to designated point(s) within Seminole County.

**INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Clerk, BCC, at the address as stipulated on the Purchase Order.

All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated County employee or authorized agent; be clearly marked as "partial", "complete" or "final" invoice. The County will accept partial deliveries.

The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

The County's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bid Response Form.

Payment for accepted equipment, supplies, or services will be accomplished by submission of an invoice, in duplicate, to: Clerk, BCC, P.O. Drawer Q, Sanford, Florida 32772. Invoice must reflect purchase order number.

**ADDITIONAL TERMS AND CONDITIONS:** Unless expressly accepted by the County, only the terms and conditions in this document shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

**CONFLICT OF INTEREST:** All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the County. All Bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

**COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:** Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

**PERMITS/LICENSES/FEEs:** Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made. Adherence to all applicable code regulations (Federal, State, County, and City) is the responsibility of the Contractor.

**LEGAL REQUIREMENTS:** Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

**EEO STATEMENT:** The County is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

**MINORITY/WOMEN BUSINESS ENTERPRISES (M/WBE):** M/WBE is a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An M/WBE wishing to participate in the County procurement process may contact the Purchasing Division for information and assistance.

**DISCOUNTS:** Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.

**NO BID:** If not submitting a bid, respond by returning only the Statement of No Bid, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the Bidders name from the mailing list.

**BID OPENING:** Shall be public, at the above address, on the date and at the time specified above. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The County will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids that for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. The Bidder may NOT alter a bid after opening of the bids. Only the Bidders' names and LOT by LOT Bid Totals shall be read aloud at the Public Bid Opening. Prices for each line item will not be addressed at that time.

Persons with disabilities needing assistance to participate in the Public Bid Opening should call the contact person at least 48 hours in advance of the meeting at the number provided.

**MISTAKES IN BID:** Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

**DISQUALIFICATION OF BIDDER:** More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all

bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

**BID EXTENSION:** The period of time for acceptance of the bids submitted, including all terms and conditions of the Bid Documents, may be extended by mutual agreement in writing.

**BASIS FOR AWARD:** The award will be made to the lowest priced, responsive, responsible bidder. The bid price will be the total of the base period plus all options to extend.

**RESPONSIBILITY:** A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request. The County reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available such as financial, technical, and other qualifications and abilities of the Bidder, including past performance (experience) with the County. This information will be used to determine the Bidder's responsibility.

**FACILITIES:** The County reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

**DRUG-FREE WORKPLACE:** Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

**POSTING OF BID AWARD:** Recommendation for award will be posted for review by interested parties at the Purchasing Division prior to submission to the appropriate level of authority for final approval of award, and will remain posted for a period of five (5) working days.

**PROTESTS:** Any Bidder who disputes the bid selection or contract award recommendation shall file such protest according to the bid protest procedures specified in the Seminole County Purchasing Code. Failure to file a protest to the Purchasing Manager within the time prescribed in the County's Purchasing Code, shall constitute a waiver of proceedings. The Purchasing Code is available at our website ([www.co.seminole.fl.us/business/purchasing](http://www.co.seminole.fl.us/business/purchasing)).

**ACCEPTANCE / REJECTION OF BIDS:** Seminole County reserves the right to accept or reject any or all bids and to make the award to that Bidder, who in the opinion of the County will be in the best interest of and/or the most advantageous to the County. Seminole County also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. Seminole County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. Seminole County reserves the right to waive any

irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

**AWARD:** As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a re-bid, or abandon the project in its entirety. Bidders are cautioned to make no assumption until the County has entered into a contract or issued a purchase order.

**PUBLIC RECORDS:** Upon award recommendation or ten (10) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Proposals may be reviewed at the County Services Building, County Commission Records Office, 2nd Floor, Room 2204.

**RENEWAL OPTIONS:** The contract shall be awarded with options to renew the contract for additional periods. Options for renewal will only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations unless approved by Seminole County. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners, satisfactory performance by the contractor, and a continuing requirement by the County.

**CONTRACTUAL AGREEMENT:** The terms, conditions, and provisions in this Invitation to Bid shall be merged into the final contract or purchase order. The order of precedence will be general law, the purchase order or contract, Invitation to Bid, and response. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Seminole County, Florida.

**METHOD OF ORDERING:** Items/services shall be ordered via individual purchase orders, release orders, blanket purchase orders or the procurement card on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order, release order, or blanket purchase order.

**QUANTITIES:** Seminole County will not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. Seminole County reserves the right to purchase any, all, or none, of its requirements from vendors awarded a contract as a result of this Invitation to Bid. All quantities as shown are approximate and no guarantee is made that any materials will be purchased.

**AS SPECIFIED:** A purchase order or blanket purchase order will be issued to the Contractor(s) with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will be picked up by the Bidder at no expense to the County. The County may return, for full credit, any unused items received which fail to meet the County's

Performance Standards. Replacement items meeting specifications shall be submitted within a reasonable time of rejection of the non-conforming items.

At the option of the County, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Bidders shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

**ADJUSTMENTS / CHANGES / DEVIATIONS:** No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the County's Purchasing Division. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

**GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

**INSURANCE:** The awarded Bidder(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified in the attached Sample Contract or the Special Terms and Conditions. In the event the Bidder is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Bidders insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing Purchase Order or contract.

**INDEMNIFICATION:** The Bidder, without exemption, shall indemnify and save harmless, the County, its employees and/or any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the County the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices

shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**ADVERTISING:** In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the County.

**ASSIGNMENT:** Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the County, through the Purchasing Division.

**TERMINATION:** If either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards, the Contractor shall be given reasonable time to correct all deficiencies. Failure to remedy such deficiencies within a reasonable time shall result in immediate cancellation of the contract and (a) assessment of liquidated damages or (b) cover in accordance with the Uniform Commercial Code. Termination in this manner may result in suspension of the Contractor from the bidders list for a period of up to 3 years.

The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

**PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies within Seminole, Brevard, Lake, Orange, Osceola, and Volusia Counties, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to re-bid any or all items.

**ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE**

# **Special Terms & Conditions**

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## **CONTRACT TERM**

The contract resulting from this Invitation to Bid shall commence upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for additional two(2) 12-month periods, up to a maximum sixty (60) months upon mutual agreement of both parties.

## **PLACE OF DELIVERY**

Delivery to be as notified by the County to all athletic fields:  
Red Bug Lake, Casselberry      Softball Complex, Altamonte Springs  
Lake Sylvan, Sanford      Soldier's Creek, Longwood

The quantity to be delivered will depend upon the County's need at the time of request.

## **F.O.B. POINT**

The F.O.B. point shall be destination. Exact delivery point will be indicated on the purchase order or blanket purchase order.

## **PRODUCT SUPPORT**

County requests that the vendor provide on-going vendor and/or Manufacturer Rep support on product application, material handling, new and/or changed regulations, new products and test plots.

## **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). MSDS sheets must be included in the supporting documentation of each bid set (original and 2 copies). The MSDS must include the following information:

- a. The chemical name and the common name of the toxic substance.
- b. The hazards or other risks in the use of the toxic substance, including:
  1. The potential for fire, explosion, corrosiveness, and reactivity;
  2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  3. The primary routes of entry and symptoms of overexposure.
- c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- d. The emergency procedure for spills, fire, disposal, and first aid.
- e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- f. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

## TECHNICAL REQUIREMENTS

- Fertilizer's chemical composition shall be as stated on Bid Response Form.
- Order amounts shall vary with each order/request. Quantity restrictions are not applicable.
- State Manufacturer Name of product offered on Bid Response Form
- State Brand Name and/or Product number of item offered on Bid Response Form.
- Attach Manufacturer's Product Application/Use Sheets to all three (3) bid sets.
- Attach Manufacturer's Material Safety Data Sheets (MSDS) to all three (3) bid sets.
- All fertilizers must be **slow release** formula.
- Products on bid response form may vary according to regulations and needs.

## BID RESPONSE FORM

Complete all blank spaces in Bid Response Form below. In accordance with the foregoing terms, conditions and specifications, the undersigned bidder hereby submits the following firm, fixed prices for supplying Seminole County, FOB DESTINATION, with the following:

ITEM	EST. QTY/ YEAR	UNIT/ SIZE	DESCRIPTION	MANUF. NAME	BRAND NAME/ PRODUCT #	F.O.B. DEST. UNIT PRICE	TOTAL PRICE (EST. QTY. X UNIT PRICE= TOTAL PRICE)
1.	8,000	Lb.	6-6-6 Plus 2% Iron			\$	\$
2.	6,000	Lb.	8-4-8			\$	\$
3.	10,000	Lb.	15-10-15			\$	\$
4.	6,250	Lb.	16-4-8 Plus 2% Iron			\$	\$
5.	30,000	Lb.	Ammonium Sulphate			\$	\$
6.	20,000	Lb.	15-0-15			\$	\$
7.	10,000	Lb.	10-0-20			\$	\$
8.	6,000	Lb.	16-4-8 Weed and Feed			\$	\$
9.	20,000	Lb.	Milorganite			\$	\$
10.	20,000	Lb.	Ammonium Nitrate			\$	\$
						<b>TOTAL BID PRICE :</b>	\$

Delivery time: \_\_\_ calendar days ARO (After notification of Parks Representative.)

Bidder (Company) Name:		F. E. I. N. or SS Number:	
Mailing Address:		Street Address:	
City, State, Zip:		City, State, Zip:	
Type of Entity: <i>(Circle one)</i> <div style="display: flex; justify-content: space-around; align-items: center;"> <span>Corporation</span> <span>Partnership</span> <span>Proprietorship</span> </div> <div style="display: flex; justify-content: center; align-items: center;"> <span>Joint Venture</span> </div>		<i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder.</i>  <div style="text-align: center;"> X _____  Authorized Signature (Manual) </div>	
Incorporated in the State of: _____ Year: _____			
Telephone Number: (       )		Typed or Printed Name:	
Toll Free Telephone Number: (800)		Title:	
Fax Number: (       )		Delivery in _____ days, ARO	Payment Terms: _____ % _____ days, Net 30
F.O.B.: <b>DESTINATION</b>		Bid Security is attached, when required, in the amount of: \$	

Bids may not be withdrawn for a period of 90 days after bid opening. All items bid must be in compliance with the stated specifications. Any Bidder taking exception shall indicate those exceptions on company letterhead and attach to their bid.

Any questions regarding this bid should be addressed to Jacqui Perry, Sr. Buyer, [jvperry@co.seminole.fl.us](mailto:jvperry@co.seminole.fl.us) or sent by facsimile transmission to (407) 665-7956.

***This Form Must Be Completed and Returned with your Submittal.***



## **BIDDER INFORMATION**

Bidder shall complete either the "Corporate Authority," "Proprietorship," "Partnership Information" or, "Joint Venture Information" portion of the Bidder Information Sheet, whichever part applies, and include with their bid submittal.

<b>CORPORATE AUTHORITY</b>		
<b>CONTRACTING OFFICER</b>	<b>TITLE</b>	<b>OFFICER'S FULL LEGAL NAME</b>
	President	
	Vice-President	
	Secretary	
	Treasurer	

<b>PROPRIETORSHIP</b>	
Proprietor:	

Indicate with an asterisk (\*) in the first column, which officer will sign the resulting contract. If other than the President, include a copy of the corporate resolution which gives express authority for execution of the specific bid and contract documents. Each bidder must assure that the officer information provided is in accord with the bidder's corporate registration supplied to the Secretary of State.

<b>PARTNERSHIP INFORMATION</b>		
Partner: Full	Limited	
Partner: Full	Limited	
Partner: Full	Limited	

If your firm is a partnership, indicate for each partner whether he/she is a full or limited partner by CIRCLING either "full" or "limited". Managing partners with authority to bind the partnership should be identified.

<b>JOINT VENTURE INFORMATION</b>			
	<b>Firm #1</b>		<b>Firm #2</b>
Firm Name:	_____	Firm Name:	_____
Address:	_____	Address:	_____
City/State/Zip:	_____	City/State/Zip:	_____
Telephone:	_____	Telephone:	_____
Fax Number:	_____	Fax Number:	_____
Toll Free Phone:	_____	Toll Free Phone:	_____
President:	_____	President:	_____
Other Corporate Authority (signatory)	_____	Other Corporate Authority (signatory)	_____
	<b>Firm #3</b>		<b>Firm #4</b>
Firm Name:	_____	Firm Name:	_____
Address:	_____	Address:	_____
City/State/Zip:	_____	City/State/Zip:	_____
Telephone:	_____	Telephone:	_____
Fax Number:	_____	Fax Number:	_____
Toll Free Phone:	_____	Toll Free Phone:	_____
President:	_____	President:	_____
Other Corporate Authority (signatory)	_____	Other Corporate Authority (signatory)	_____

*This Form Must Be Completed and Returned with your Submittal, if applicable*

**DRUG-FREE WORK PLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

*(Name of Business)*

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**Statement of No Bid**  
**Bid # IFB-3038-01/JVP/JVP**  
**Purchase of Fertilizers**

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If your company does not intend to bid on this Procurement, please complete and return this form prior to the date shown for receipt of bids to: Seminole County, Purchasing Division, 1101 E. 1st Street, Room 3208, Sanford, Florida 32771.

We, the undersigned, have declined to bid on the above referenced Invitation to Bid for the following reason(s) :

- ☐ Specifications are too "restrictive." (please explain below)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear. (please explain below)
- ☐ Insufficient time to respond
- ☐ We do not offer this type of product or equivalent
- ☐ Our production schedule would not permit us to perform
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below)

**REMARKS:**

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<hr/> <b>Company Name</b>	<hr/> <b>Telephone</b>		
<hr/> <b>X</b> <b>Signature</b>	<hr/> <b>Fax</b>		
<hr/> <b>Title</b>	<hr/> <b>Typed or Printed Name</b>		
<hr/> <b>Address</b>	<hr/> <b>City</b>	<hr/> <b>State</b>	<hr/> <b>Zip</b>